



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 10, 2009

IN REPLY PLEASE

REFER TO FILE: PD-6

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**COOPERATIVE FINANCIAL AGREEMENT BETWEEN  
THE CITY OF LANCASTER AND THE COUNTY OF LOS ANGELES  
LOW-FLOW PUMPING SYSTEM AT AVENUE M-4 AND 45TH STREET WEST  
CITY OF LANCASTER  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action is to approve a cooperative financial agreement between the City of Lancaster and the County of Los Angeles to provide financing to modify an existing storm drain by installing a low-flow pumping system at Avenue M-4 and 45th Street West in the City of Lancaster.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Acting as a responsible agency, find that the project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(b) of the California Environmental Quality Act Guidelines and Class 1(e) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.
2. Approve and instruct the Chairman of your Board to sign the cooperative financial agreement with the City of Lancaster providing for the County of Los Angeles to contribute up to a maximum of \$52,000 toward the installation of a low-flow pumping system at Avenue M-4 and 45th Street West in the City of Lancaster, scheduled to be completed by March 2009.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide cooperative financing for the project and to authorize the City of Lancaster (City) to perform all work necessary to complete the project.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) and Community Services (Goal 6). Construction of the proposed improvements will mitigate nuisance flows in the unincorporated County of Los Angeles (County) areas and residents will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

There will be no impact on the County General Fund.

The total project cost is currently estimated to be \$203,600 with the City's share being \$151,600 and the County's share up to a maximum of \$52,000. Funding for this project is available in the Fiscal Year 2008-09 Special Road District Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The attached agreement provides for the City to perform all of the work necessary to complete the modification of an existing storm drain by installing a low-flow pumping system at Avenue M-4 and 45th Street West. The system will pump nuisance water generated from a residential development in the City into the City's regional retention basin. The agreement also provides for the County to provide financing for the project up to a maximum of \$52,000. The City collected \$98,000 from a private developer for the construction of the project. The City will finance all project cost in excess of the funds collected from the developer and the County's financial contribution. The project is anticipated to be constructed by March 2009. The agreement has been executed by the City and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The project to install a low-flow pumping system is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(b) of the CEQA Guidelines and Class 1(e) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the minor alteration of existing flood control facilities. The City is

The Honorable Board of Supervisors  
March 10, 2009  
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the lead agency for this project and a Notice of Exemption was prepared by the City and filed with the Registrar-Recorder\County Clerk on August 5, 2008.

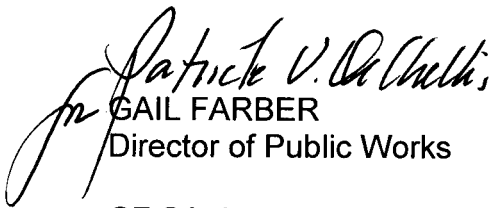
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed improvements are needed and of general County interest. The project will mitigate nuisance water impacting an unincorporated County area.

**CONCLUSION**

Please return one adopted copy of this letter and the agreement marked CITY ORIGINAL to the Department of Public Works, Programs Development Division. The agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

  
GAIL FARBER  
Director of Public Works

GF:SA:dg

Attachment

c: Chief Executive Office (Lari Sheehan)  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF LANCASTER, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY).

## W I T N E S S E T H

WHEREAS, CITY and COUNTY have determined it necessary to modify an existing storm drain by installing a low-flow pumping system at Avenue M-4 and 45th Street West to pump nuisance water into the CITY'S Quartz Hill Basin (M-2 Basin) located east of 45th Street West (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is in the general interest of CITY and COUNTY; and

WHEREAS, CITY is willing to perform all work necessary to complete PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of construction contract, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT as more fully set forth herein; and

WHEREAS, CITY collected Ninety-eight Thousand and 00/100 dollars (\$98,000.00) from a private developer for the construction of PROJECT (hereinafter referred to as DEVELOPER FUNDS); and

WHEREAS, COST OF PROJECT is currently estimated to be Two Hundred Three Thousand Six Hundred and 00/100 Dollars (\$203,600.00); and

WHEREAS, COUNTY is willing to contribute and pay Fifty-two Thousand and 00/100 Dollars (\$52,000.00) toward the COST OF PROJECT (hereinafter referred to as COUNTY CONTRIBUTION); and

WHEREAS, CITY is willing to contribute and pay COST OF PROJECT that exceeds the sum of DEVELOPER FUNDS and COUNTY CONTRIBUTION.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the premises herein contained, it is hereby agreed as follows:

### (1) DEFINITIONS:

- a. For the purpose of this AGREEMENT the term COST OF PROJECT shall consist of the costs of construction contract, contract administration, construction inspection and engineering, materials testing, utility

engineering and relocation, construction survey, traffic detour, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

(2) CITY'S OBLIGATIONS. Subject to the terms and conditions set forth in this AGREEMENT, CITY agrees to and shall:

- a. Pay for the COST OF PROJECT to the extent that the COST OF PROJECT exceeds the sum of DEVELOPER FUNDS and COUNTY CONTRIBUTION.
- b. Perform all of the work necessary to complete PROJECT.
- c. Furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total COST OF PROJECT including an itemization of actual unit costs and actual contract quantities.
- d. Indemnify, defend, and hold harmless COUNTY, its boards, agents, officers, employees, and subconsultants of any tier against any and all liability and expense arising from or connected with any omission or act of CITY, its officers, employees, agents, or subconsultants of any tier in the performance of this AGREEMENT including but not limited to defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage.
- e. Be responsible for future maintenance and operation of PROJECT upon completion of construction and acceptance of PROJECT.

(3) COUNTY'S OBLIGATIONS. Subject to the terms and conditions set forth in this AGREEMENT, COUNTY agrees to and shall:

- a. Pay COUNTY CONTRIBUTION in the amount of Fifty-two Thousand and 00/100 Dollars (\$52,000.00) toward the COST OF PROJECT, which shall be deposited with the CITY upon the opening of construction bids for PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. In the event that the COST OF PROJECT less the DEVELOPER FUNDS is less than COUNTY CONTRIBUTION paid pursuant to paragraph (3) a.,

above of this AGREEMENT, CITY shall refund the difference to COUNTY upon completion of PROJECT.

- b. This AGREEMENT may be modified only by the mutual written consent of both parties in the manner originally executed.
- c. Each party shall have no financial obligation to the other party under this AGREEMENT except as herein expressly provided.
- d. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. James R. Williams  
Director of Public Works  
City of Lancaster  
44933 North Fern Avenue  
Lancaster, CA 93534-2461

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- e. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- f. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32064 between CITY and COUNTY, adopted by the COUNTY Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LANCASTER on DEC. 9, 2008, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2009.

COUNTY OF LOS ANGELES

ATTEST:

By \_\_\_\_\_  
Chairman, Board of Supervisors

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

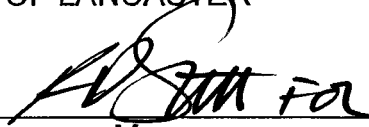
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

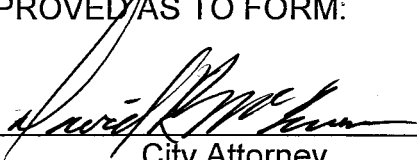
CITY OF LANCASTER

By  \_\_\_\_\_  
Mayor  
R. Rex Parris

ATTEST:

By  \_\_\_\_\_  
City Clerk  
Geri K. Bryan, CMC

APPROVED AS TO FORM:

By  \_\_\_\_\_  
City Attorney  
David R. McEwen